

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT
AVC NO. 04-030

IN RE: PREMIERE MORTGAGE FUNDING, INC.)
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)
)

FILED

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SEP 22 2001

Doris Ann Schaller
CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Roy P. Coffey, and Respondent, Premiere Mortgage Funding, enter into an Assurance of Voluntary Compliance (Assurance), pursuant to Ind. Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent, Premiere Mortgage Funding, Inc., is a corporation doing business as a loan broker in Marion County, Indiana.
2. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1 et seq.
4. Respondent agrees, pursuant to Ind. Code § 24-5-0.5-3(a)(1) that it will not represent a consumer transaction has sponsorship, approval, performance,

characteristics, accessories, or benefits it does not have when Respondent knows or reasonably should know it does not.

5. Respondent agrees pursuant to Ind. Code § 24-5-0.5-3(a)(7) not represent it has sponsorship, approval or affiliation in a consumer transaction it does not have, and which the Respondent knows or reasonably knows it does not.

6. Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq.

7. Upon execution of this Assurance, Respondent shall pay costs in the amount of Five Hundred and 00/100 Dollars (\$500.00) to the Office of the Attorney General.

8. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

9. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

10. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 14th day of September, 2004

STATE OF INDIANA

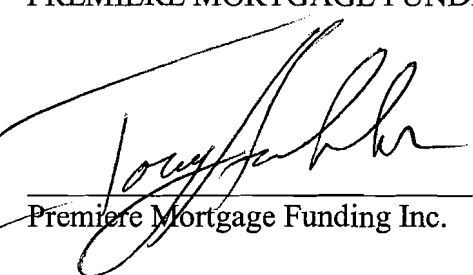
RESPONDENT

STEVE CARTER
Attorney General of Indiana

PREMIERE MORTGAGE FUNDING, INC.

By: 

Roy P. Coffey
Deputy Attorney General
Atty No. 3930-29


Premiere Mortgage Funding Inc.

Office of Attorney General
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 232-6229

SEP 22 2004

APPROVED, this _____ day of _____, 2004


Judge of Mason County Circuit Court

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